

THE TRIBUNE.

Official.

LIST OF LETTERS.

ADVERTISED IN THE TRIBUNE BY SPECIAL APPOINTMENT.

LAW COURTS.—*Case of Lew. Lew. vs. D. Sandford, Assistant Vice-Chancellor.—Heavy Rhodes vs. George Rhodes and others.—G. D. Beers and Amasa Dana for complainant; S. E. Cushing for defendant.—Decided that the agreement set up in the bill is prima facie valid, and that it ought to be held to have been performed, the plaintiff in wrong. Decision of defendant to defend and convey the farm in question to the complainant. (Argued at Utica.)*

GREEN & TALMAGE, Receivers of the Utica Bank.—*Company vs. Asphy Seymour and others. Curtis Norris for complainant; J. C. Seymour and C. P. Kirkland for defendants. Decided that under the will of the deceased, the stockholders had six years before voted to discontinue business; and that the assignment of defendant's mortgage conveyed no title to the Utica Insurance Company. But affirmed the court's decision.*

T. T. BLOODGOOD v. James Bloodgood's Executors.—*M. S. Biwell for complainant; D. Lord for defendant. Decided that under the will of his son, the good, the children of his deceased daughter, take the same interest in the share of the children who die without leaving any children, take respectively.*

Also, that the former decree did not preclude the defendants from contesting the question of law thereby decided. T. T. Bloodgood in his individual capacity being a necessary party, sat to stand over, and costs and attorney fees were taxed against him.

General B. Leets and others vs. Charlotte Rhodes and sons McCready.—*R. H. Ogden and others for complainants; J. O. Sergeant and F. F. Butler for defendants. Decided that the complaint was not well founded, nor did the motion to set aside the sale of the lots in Maiden-lane, that there is not any contract proved, nor any fraud which entitles complainants to recover those lots. Bill dismissed without costs.*

Charles G. Smethers, administrator vs. Whistlers & Van Nostrand.—*S. E. Cushing for defendant. S. W. Hosmer for defendants.—Decided that Whistlers was bound by his new note for \$3,000, whether the Holiday notes were various or otherwise; that the bill is not taken as to his liability to pay that note as endorser, and that the bill is not taken as to his liability to pay the bill of exchange to his credit, and that the bill is entitled to a transfer of the American Exchange Bank stock held by Van Nostrand, with costs of suit.*

Pulaski Jacksons and others vs. David B. Nichols.—*J. M. Smith, Jr. for complainant; R. W. Bonney, for defendant. Decided that the notes in question are not negotiable, and that the debt is not due and payable, on the earliest date, and \$5,300 remain to complainants, and defendant to pay costs. Deposition of Woodruff taken for complainants supported with costs.*

Mary E. and Elizabeth H. Green vs. Samuel Stover and others.—*H. E. Seely and W. C. Sibley for complainants; D. Lord and W. C. Sibley for defendant. Decided that a set-off is not admissible under an answer setting up payment. That if it were, the set-offs attempted are not established as against the original mortgage. Decree for complainants for the mortgage debt and costs, and that it be paid to M. Green, executors, except the costs made by proving details of account in favor of T. R. Green and Green & Mitchell.*

Henry Hanley, Trustee of Mrs. Hickman vs. Jesus Corral.—*W. C. Sibley, Frank B. Tracy, and C. P. Benedict for defendant. Carroll, Decided that Pluckerton from 1843 is to be deemed mortgaged in possession, and two-thirds of the net rents from that time are to apply on complainant's mortgage. Reference ordered to ascertain same, and the amount due complainant. Costs and other directions reversed.*

Sales at the Stock Exchange.—March 2.

2,000 N.Y. 5c.....50 50

5,000 U.S. 6s.....110 50

5,000 Indiana.....10m 40

5,000 Penn. 5s.....50

1,000 Ohio 6s.....90

2,000 N.Y. 6s.....70

2,000 Reading 6s.....75

2,000 do.....75

2,000 do.....75